

NON-DISCLOSURE AGREEMENT

between

CBCDR, LLC ("CBCDR")
PO Box 140
Champaign, IL 61824

____ ("Recipient")

Purpose: Due diligence as part of purchasing 401 N Broadway Avenue, Urbana, IL.

CBCDR is willing to disclose confidential information to Recipient for the purpose stated above, but only on the conditions stated in this agreement. In order to protect information disclosed by CBCDR to Recipient, the parties, intending to be legally bound, agree that:

1. Recipient will keep confidential any nonpublic information received from CBCDR ("Confidential Information"). Confidential Information may be written, oral, or in other forms. Any information provided to Recipient by CBCDR is presumed to be Confidential Information unless otherwise stated by CBCDR or this Agreement.

2. Recipient recognizes and acknowledges that all Confidential Information is of substantial value. Recipient shall treat as confidential all Confidential Information which may be disclosed or made available to it. Recipient shall maintain the confidentiality of and shall not disclose any Confidential Information to any third party without CBCDR's prior written consent, which may be withheld in CBCDR's sole discretion. Without limiting Recipient's obligations hereunder, Recipient shall use at least that standard of care with respect to the Confidential Information as it affords to its own proprietary or confidential information of like kind and character. Recipient shall not use any Confidential Information except as and to the extent necessary for the purpose stated above.

3. Recipient may disclose Confidential Information only to Recipient's personnel who need to know Confidential Information for the purpose stated above and who are required by Recipient to comply with the restrictions imposed on Recipient by this agreement. A breach of this agreement by Recipient's personnel will be deemed a breach by Recipient.

4. All requests and communications concerning the Confidential Information shall be coordinated through or addressed to Josh Markiewicz of CBCDR, or such other individuals as may be designated in writing by CBCDR to cooperate with Recipient in Recipient's evaluation and use of the Confidential Information, and there shall be no direct contact with other employees or agents of CBCDR or at 401 N Broadway Avenue, Urbana, IL, or

any of its affiliates without the prior consent of CBCDR, which may be withheld in its sole discretion.

5. Recipient will not reverse engineer or export Confidential Information. Recipient will cease all use of Confidential Information immediately at CBCDR's request.

7. Recipient shall and does hereby agree to indemnify and defend CBCDR and its employees and agents against any and all claims, demands, actions, damages, expenses and costs resulting from, arising out of or in any way connected with Recipient's evaluation, inspection and/or use of Confidential Information.

8. At CBCDR's request, Recipient will return all materials furnished by CBCDR that contain Confidential Information and will destroy or deliver to CBCDR any electronic records or materials containing Confidential Information, including materials prepared by Recipient. Upon request, Recipient will state in writing under oath whether it has complied with this section.

9. This agreement will remain in effect as long as Recipient possesses Confidential Information, but will not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient; or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to CBCDR; or (c) is or has been independently developed by Recipient without reference to Confidential Information received from CBCDR, as evidenced by Recipient's written records.

10. If Recipient is required by judicial or administrative process to disclose Confidential Information, Recipient will promptly notify CBCDR and allow CBCDR a reasonable time to oppose such process. If disclosure is nonetheless required, Recipient will use Recipient's best efforts to limit the dissemination of Confidential Information that is disclosed.

11. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect Recipient's

obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by CBCDR.

12. CBCDR does not guarantee the accuracy or completeness of information disclosed to Recipient. This agreement does not require CBCDR to disclose specific information, require either party to enter into any business relationship, or create any agency or partnership between the parties.

13. In the event of a default under this agreement, CBCDR will be entitled to injunctive relief without posting bond, in addition to any other available remedies. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal.

14. This agreement will be governed by Illinois law, without regard to principles of conflicts of law. Any litigation relating to this agreement will be tried in state or federal courts in Champaign County, Illinois. Each party submits to the jurisdiction of such courts, and waives any right to change venue. All additions or modifications to this agreement must be in writing and executed by both parties.

15. All notices required under this agreement shall be sent by email or by certified mail, return receipt requested, postage pre-paid, and addressed to:

If to CBCDR:
CBCDR, LLC
c/o Josh Markiewicz
PO Box 140
Champaign, IL 61824

If to Recipient:

c/o _____

16. This agreement may be executed in counterparts. Digital copies will be effective as originals.

Effective Date: _____, 2018.

RECIPIENT

By: _____
Its: _____